



**Superior Court
Justice Court
Adult Probation
Juvenile Probation
Hereafter Superior Court of Arizona in Maricopa County
Request for Qualification
Cover Page 1**

Solicitation Number: 09006-RFQ (3rd Release**)

Solicitation Title: Registry of Access to Recovery Support Services Providers

Solicitation Due Date / Time: February 26, 2009, at 2:00 P.M. Arizona Time * (see page 2)

Submittal Location: Superior Court of Arizona in Maricopa County
Contracts Department
201 West Jefferson Street
CCB, 4th Floor
Phoenix, Arizona 85003

Description of Procurement: The Superior Court of Arizona in Maricopa County/Adult Probation Department (Court) is soliciting sealed responses from qualified providers who wish to be pre-qualified to provide Access to Recovery Support Services to the Court on an "as needed" basis. The Registry of pre-qualified providers will be used to perform those services set forth by the requirements in this solicitation. Multiple contracts may be awarded.

Bid Opening: Responses to be opened in the conference room at the above submittal location on February 26, 2009 * at 2:00 P.M., Arizona Time.

A Pre-Offer Conference will not be held in conjunction with this procurement.

In accordance with the Judicial Procurement Code, sealed proposals for the materials or services specified will be received by the Superior Court of Arizona in Maricopa County Contracts Department at the above specified location until the time and date cited. *

Offers must be in the **actual** possession of the Superior Court of Arizona in Maricopa County Contracts Department on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation; refer to Sections 2 and 3.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Contract Specialist.



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This announcement does not commit the courts to award a contract or to pay any costs incurred in the preparation of proposals.

The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. All contracts awarded shall be based on the proposal most advantageous to the Court, all factors considered.

This Request for Qualifications (RFQ) is being issued solely for the procurement of contracts for Access to Recovery Support services in which no warranty, express or implied is made to the contractor (s) by the Courts that any services will be purchased during the term of the contract. Any contract awarded pursuant to this RFQ shall state that the services will be purchased only on an "as needed" basis. The specific tasks, deliverables, and costs for services purchased under any contract(s) awarded pursuant to this RFQ shall be detailed in a purchase order.

*This RFQ will remain open through **July 23, 2009** to allow for future contractors to apply for the services as outlined in this RFQ. The goal is to provide a qualified list of contractors for each of the services listed herein to support "client choice" throughout Maricopa County. After the first solicitation due date of February 26, 2009, the following dates reflect the remaining solicitation due dates for this third release:

Note: All times listed are "Arizona Time".

***Subsequent Solicitation Due Dates and Times**

***Bid Opening:**

Submittal Location:

Thursday, March 26, 2009 at 2:00 P.M.
Thursday, April 23, 2009 at 2:00 P.M.
Thursday, May 28, 2009 at 2:00 P.M.
Thursday, June 25, 2009 at 2:00 P.M.
Thursday, July 23, 2009 at 2:00 P.M.

3/26/09 at 2:00 P.M.
4/23/09 at 2:00 P.M.
5/28/09 at 2:00 P.M.
6/25/09 at 2:00 P.M.
7/23/09 at 2:00 P.M.

As listed on Cover Page 1
As listed on Cover Page 1
As listed on Cover Page 1
As listed on Cover Page 1
As listed on Cover Page 1

****3rd Release of this solicitation is an update of the Original and 2nd solicitation releases. Any previous Amendments have been incorporated herein. Please review this solicitation carefully, as updates have been made since the Original and 2nd release of the solicitation.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Janie Terry; Contract Specialist Email: terryj@superiorcourt.maricopa.gov Phone: 602-372-0253

OFFER AND AWARD

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
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Phoenix, Arizona 85003

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The Undersigned hereby offers and agrees to furnish the materials and/or service(s) in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip
Code

Signature of Authorized Person Date of
Offer

Telephone Number:

Facsimile Number:

Offeror's Arizona Transaction (Sales) Privilege Tax
License Number:

Offeror's Federal Employer Identification Number*:
**If a Social Security number is to be utilized, do not list
here. Complete Exhibit 7.2 for Social Security
information.*

**Acknowledgement of
Amendment(s):**
*(Offeror acknowledges receipt of
amend-
ment(s) to the Solicitation for Offers
and
related documents numbered and
dated*

Amendment No. Date

Amendment No. Date

The following is used solely for collection data purposes and will not affect the evaluation of this solicitation.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

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ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For Judicial Branch of Arizona, Superior Court Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the Superior Court of Arizona in Maricopa County.

This Contract shall henceforth be referred to as **Contract Number 09006-RFQ 3rd Release, Registry of Access to Recovery Support Services Providers**. You are hereby cautioned not to commence any billable work or provide any materials and/or service(s) under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

Superior Court of Arizona in Maricopa County

ATTESTED:

PRESIDING JUDGE, Barbara R. Mundell

DATE

SECTION 1 SCOPE OF WORK

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Superior Court of Arizona in Maricopa County
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1. Introduction

The Superior Court of Arizona in Maricopa County/Adult Probation Department (Court) is soliciting sealed responses from qualified providers who wish to be pre-qualified to provide Access to Recovery Support Services to the Court on an “as needed” basis. The Registry of Access to Recovery Support Services Providers will be used to perform duties that will include those set forth by the requirements in the contract. Multiple contracts may be awarded.

2. Background

Arizona is the recipient of an \$8.3 million Access To Recovery (ATR) Grant from the Substance Abuse and Mental Health Services Administration of the federal government (SAMHSA). The ATR Grant is being distributed over the course of three years (with the first year beginning 10/1/07) by the Governor’s Office for Children, Youth and Families – Division for Substance Abuse Policy and is designed to support the expansion and enhancement of methamphetamine treatment and recovery services through drug courts. Drug courts have been proven to help break the cycle of substance abuse, addiction and crime by quickly identifying substance abuse offenders and placing them under close court monitoring, coupled with effective, long-term treatment services. Superior Court of Arizona in Maricopa County/Adult Probation Department (Court) and Pima Prevention Partnership (PPP) are subgrantees under the federal ATR grant.

3. Purpose

The purpose of the ATR grant proposal submitted by the Governor’s Office is to “develop and implement a cost-effective treatment and recovery support services voucher system for individuals with methamphetamine-related substance use disorders and who are involved in...(a) participating county-based Adult Drug Courts and two (2) tribal communities”. The project is a collaborative effort between the Arizona Governor’s Office for Children, Youth and Families – Division for Substance Abuse Policy and the Superior Court of Arizona in Maricopa County/Adult Probation Department (Court). The proposal further states: “The ATR initiative will work to reduce the overall prevalence of methamphetamine use and associated economic costs to public health and safety in Arizona by addressing the interacting cycles of methamphetamine use and resulting criminogenic behavior.”

4. Contractor Requirements for Compliance

Eligibility for inclusion on the Court’s Access to Recovery Support Services registry is determined by the Court. Subparagraphs A. and B. below list the requirements of qualification.

A. ATR Grant Conditions

All providers must comply with the following ATR grant conditions:

1. All payments shall be for Drug Court clients approved for services rendered as prescribed by the ATR Grant.
2. Reimbursement shall not be paid for pretrial services.
3. All contractors shall utilize the Voucher Management System *(VMS) as required under ATR grant conditions. No services shall be reimbursed unless they have been routed through the VMS. (Note: Until VMS is approved for use, please see Paragraph 8 of this Section.)
4. The goal of ATR is to ensure genuine, free, and independent **client choice** for clinical treatment and recovery support services at the appropriate level of care. Therefore, the awarded contract does not

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guarantee a minimum number of referrals, hours, or reimbursement for services rendered under this contract.

B. Superior Court Requirements

All Clinical Treatment and Recovery Support Services (RSS) providers shall comply with the following criteria except as limited in the description and as determined by the type of service and State and Federal laws pertaining to the service and/or service location:

1. Compliance with occupancy and zoning permits, if lawfully required to do so by city, state and/or federal laws;
2. Hold any legally required business licenses;
3. Governing body (board of directors) to guide program operations if a non-profit organization providing human services to clients;
4. Fiscal management practices consistent with accepted accounting principles;
5. Risk Management strategy/adequate insurance to cover risks;
6. One year experience providing the same type of Recovery Support Service (RSS) in community;
7. Ability to access Internet (ATR Website) to download forms, billing, and voucher information;
8. Maintain a file for each client and report all specified data (procedures must be on file);
9. Participate in training and be subject to random onsite visits to include case file service and fiscal auditing;
10. Confidentiality Policies and Procedures designed to effectively protect client's personal information and participation in treatment and recovery services from unauthorized disclosure;
11. Policy and Procedure Manual if providing human services which contains:
 - a) Organization's purpose and philosophy
 - b) Standards of conduct for staff and volunteers
 - c) Boundaries, supervision, conflict of interest;
 - d) Training
 - e) Client rights and grievances procedures
12. Organizational structure; 501c3, non-profit, sole proprietor;

5. ATR Approved Clinical Treatment Services (ATS)

The following services shall be approved for reimbursement through this contract. See Attachment 6.2 regarding the application to complete for each service.

A. Detoxification

Detoxification includes behavioral health services and medical services provided to reduce or eliminate a client's dependence on, or to provide treatment for a client's signs attributed from alcohol or other drugs; and at a Level 1 psychiatric acute hospital or a Level 1 sub-acute agency (AZ Administrative Code, Title 9, Chapter 20, R9-20-101).

B. Medical Care

Medical Detoxification includes medical services designed to safely manage the acute physical symptoms of withdrawal associated with stopping drug use.

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C. Dental Care

Provide dental care to patients suffering from tooth decay and oral health issues related to drug abuse.

D. Residential Treatment

1. Short-term Residential Substance Abuse Counseling. Intensive, but brief type of treatment or counseling for alcohol and other drug disorders where the probationer resides at the facility for 28 days or less.
2. Long-term Residential Substance Abuse Counseling. Provides care 24 hours per day, generally in nonhospital settings. May embrace the therapeutic community (TC) model or others such as cognitive-behavior therapy. Programs may range from 6 to 12 months in length.

(Residential Treatment Facilities shall be licensed by the Arizona Board of Behavioral Health Examiners as a residential treatment facility. Providers delivering Inpatient Treatment Services shall provide licensure verification to the Governor's Office as well as the Superior Court.)

E. Pharmacological Interventions/Psychiatric Evaluations/Medication Monitoring

This service provides for diagnostic assessment and/or consultation to determine behavioral/mental health problems and may recommend intervention, treatment or review and adjustment of psychotropic medications.

1. Evaluation Services: Shall be provided by a physical (M.D. or D.O.) who meets the state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, etc. seq.
2. Medication Monitoring: May be provided by any of the following professionals:
 - a. A psychiatrist (M.D. or D.O.) meeting state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et. Seq., or Title 32 Chapter 17, Article 2, et. seq.
 - b. A nurse practitioner meeting state licensure requirements in accordance with Arizona Revised Statutes Title 32, Chapter 15, Article 2, et seq.
 - c. A physician's assistant meeting state licensure requirements in accordance with Arizona Revised Statutes Title 32, Chapter 25, Article 2, et seq., under the supervision of a physician who meets state licensure requirements in accordance with Arizona Revised Statutes Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq.

F. Psychological Evaluation/Treatment

This service provides for specific assessment and/or consultation to determine and address behavioral health problems and may recommend or advise certain treatment interventions. Consultation may consist of providing assistance in planning, developing and implementing programs or treatment plans as well as staff consultation and/or training. Psychologists must be licensed by the Board of Psychologists Examiners under Arizona Revised Statutes, Title 32, Chapter 19, Articles 2 & 3. All testing must be

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performed through standardized and non-abbreviated psychometric assessments unless abbreviated assessments are clinically appropriate.

G. Additional Clinical Treatment Services

A contractor may request additions to the above approved clinical treatment services by completing the Clinical Treatment and Recovery Support Services Provider Application Packet document as part of 6.2. The signatories shall review the request and determine if the requested service is under the purview of the ATR grant conditions and the ATS and the RSS service continuum. Additional clinical treatment services approved through this process will be circulated to all Drug Courts for utilization.

6. ATR Approved Recovery Support Services (RSS)

The following services shall be approved for reimbursement through this contract. See Attachment 6.2 regarding the application to complete for each service.

A. Transportation

Commuting services are provided to clients who are engaged in treatment and/or recovery support-related appointments and activities and who have no other means of obtaining transportation. Forms of transportation services may include public transportation or a licensed and insured driver who is affiliated with an eligible program provider.

B. Child Care

These services include care and supervision provided to a client's child(ren), less than 14 years of age and for less than 24 hours per day, while the client is participating in treatment and/or recovery support services. These services must be provided in a manner that complies with State law regarding child care facilities.

C. Self-Help and Support Groups

Voluntary, small groups, formed by peers who have come together for mutual assistance in satisfying a common need, overcoming a common handicap or life-disrupting problem and bringing about desired social and/or personal change.

D. Spiritual and Faith-Based Support Education

These services assist an individual or group to develop spiritually. Activities might include, but are not limited to, establishing or reestablishing a relationship with a higher power, acquiring skills needed to cope with life-changing incidents, adopting positive values or principles, identifying a sense of purpose and mission for one's life, and achieving serenity and peace of mind. Faith-based services include those provided to clients and using spiritual resources designed to help persons in recovery to integrate better their faith and recovery. Such services are usually provided in a religious or spiritual setting by spiritual leaders or other staff who are knowledgeable about the spiritual values of the community and are equipped to assist individuals in finding spirituality. Services include, but are not limited to, social support and community-engagement services, faith, or spirituality to assist clients with drawing on the resources of their faith tradition and community to support their recovery; mentoring and role modeling; and pastoral or spiritual counseling and guidance.

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E. Life Skills

Specific instruction to clients in order that specific skill sets may be improved or developed.

F. Indigenous Healing

These services are designed to address emotional and/or behavioral issues which impact functional ability. Services are provided by qualified and tribe recognized traditional healers.

G. Housing Assistance and Services

These services include transitional housing, recovery living centers or homes, supported independent living, sober housing, short-term and emergency or temporary housing, and housing assistance or management. These services provide a safe, clean, and sober environment for adults with substance use disorders. Lengths of stay may vary depending on the form of housing. This assistance also includes helping families in locating and securing affordable and safe housing, as needed. Assistance may include accessing a housing referral service, relocation, tenant/landlord counseling, repair mediation, and other identified housing needs.

All transitional housing, recovery living centers or homes, supported independent living, and sober housing shall be licensed by the Arizona Department of Health Services as a **minimum Level 4 Transitional Agency**.

H. Family Support Services

This service involves face-to-face interaction with family member(s) and is directed toward restoration, enhancement or maintenance of the family function to improve the family's ability to effectively interact and to care for the youth in the home and community. The service may involve support activities such as assisting the family in developing skills to effectively interact and manage the youth, understand the causes and treatment of behavioral health issues, understand and utilize the system, and plan long term for the client and the family.

I. Employment Services

This service provides job placement for individuals who may not otherwise be employed in other traditional settings. The provider must complete an employability assessment, individual service and job development plan with participants. This service may include short-term job training, job coaching and mobility training. The provider must have in-person contact with participants not to exceed twice weekly.

J. Additional Recovery Support Services (RSS)

A contractor may request additions to the above recovery support approved services by completing the Clinical Treatment and Recovery Support Services Provider Application Packet document provided as part of Attachment 6.2. The signatories shall review the request and determine if the requested service is under the purview of the ATR grant conditions and the RSS service continuum. Additional RSS services approved through this process will be circulated to all Drug Courts for utilization.

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7. Contractor Responsibilities

A. Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under this Contract shall be used or disclosed by its agents, officers, or employees, except as is necessary in the performance of duties under this contract. Persons requesting such information shall be referred to the Court. The contractor also agrees that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of Contractor as required for the performance of duties under the contract, except upon the prior, written consent of the Court. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.

B. Background Check Requirement / Criminal History Check

The Court may require contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of this criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative. The Court reserves the right to disapprove of any employee or subcontractor pursuant to this contract for any reason, and the reason for disapproval will be considered confidential and shall not be disclosed to the contractor.

8. Payment for Services / Billing / Invoicing Provisions

As payment for the services, the Court will pay Contractor as follows:

A. Payment Procedures

The Voucher Management System (VMS) is a web-based program. All billing will be submitted through the VMS system. Upon award of a contract, a mandatory training session will be provided at no charge. The ATR Case Manager shall review the invoices on VMS and upon verification of services rendered, approve the invoice(s) submittal.

B. Invoice Provisions

1. Contractor shall submit a detailed invoice through the VMS for services rendered. For all billing submitted into VMS, the following documentation will be required to be submitted to the ATR Case Manager: progress reports and/or attendance sheets. Contractor must reference the Superior Court contract number on documentation. Approved invoices shall be processed and remitted for payment to contractor within 30 day of the date of receipt of Contractor's VMS and documentation.
2. The Contractor will submit invoices through the VMS system, by the 10th day of the month following services rendered. Payment may be delayed for any invoice which the contractor submits more than 10 days after the end of the month following services rendered. All penalties will be assessed by the Superior Court.
3. Contractor whose invoices are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment. Any invoices received more than 45 days after the end of the month in which services are rendered may be reduced according to the following scale:

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- 45+ days 25% reduction
 - 60+ days 50% reduction
 - 90+ days 75% reduction or payment denial
4. End of fiscal year invoices (June 30th is the end of the fiscal year) must be submitted by the 5th of July or the first business day after July 5th. No invoices received after the 5th of July or the first business day after July 5th will be processed.
5. For VMS billing entries, submit required documentation to the following address:

Irene Ayala, ATR Case Manager
Drug Court Program
Adult Probation Department
111. S. Third Avenue, WCB-5
Phoenix, AZ 85003
Phone: 602-619-5774; Fax: 602-506-7473

9. Required Submittals

To be submitted with Offer (Also refer to Section 3, No. 3):

- Signed Offer and Award form (with original signatures) – Page 4
- Contract Administration; Complete Section 5, No. 14.
- Attachment 6.1 Pricing Schedule
- Attachment 6.2 Questionnaire with the following attachments:
 - 1. Application and all required documentation.
- Attachment 6.3 (if necessary)
- Attachment 6.4 (if necessary)
- Attachment 6.5
- Exhibit 7.2 (as necessary)
- Solicitation Amendments (if any)

To be completed upon Contract Award:

- Insurance certificates (Reference Exhibit 7.1)
- Vendor registration through the following Maricopa County Website for a vendor ID number: www.maricopa.gov/materials/. The vendor ID number is required for purchase order release.
- Voucher Management Training
- Information for Background Check as necessary

SECTION 2

UNIFORM INSTRUCTIONS TO OFFERORS

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1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. *"Contract Amendment"* means a written document signed by the offeror and the Presiding Judge that is issued for the purpose of making changes in the Contract.
 - D. *"Contractor"* means any person who has a contract with the Superior Court of Arizona in Maricopa County.
 - E. *"Days"* means calendar days unless otherwise specified.
 - F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. *"Offer"* means bid, proposal or quotation.
 - H. *"Offeror"* means a vendor who responds to a Solicitation.
 - I. *"Contract Specialist"* means the person duly authorized by Superior Court of Arizona in Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Qualifications ("RFQ").
 - K. *"Solicitation Amendment"* means a written document that is authorized by the Contract Specialist and issued for the purpose of making changes to the Solicitation.
 - L. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
2. **Inquiries.**
 - A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer.

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Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other Superior Court of Arizona in Maricopa County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Contract Specialist or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The Superior Court Contracts Department shall consider the relevancy of the inquiry, but is not required to respond in writing.
- D. Timeliness. Any inquiry to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the Superior Court of Arizona in Maricopa County. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms

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unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Contract Specialist in a written statement. The Offeror's preprinted or standard terms will not be considered by the Superior Court of Arizona in Maricopa County as a part of any resulting Contract.
- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the Superior Court of Arizona in Maricopa County's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
 - (3) Request for Qualification: All exceptions that are contained in the Statement of Qualifications may negatively affect the Superior Court of Arizona in Maricopa County's evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Statement of Qualifications. Any exceptions to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's (s') proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The Superior Court of Arizona in Maricopa County will not reimburse any Offeror the cost of responding to a Solicitation.

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- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and Federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable State and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;

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- (8) Uniform Instructions to Offerors;
- (9) Other documents referenced or included in the Solicitation.

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The Superior Court of Arizona in Maricopa County may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the Superior Court of Arizona in Maricopa County. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Superior Court of Arizona in Maricopa County. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Superior Court of Arizona in Maricopa County shall determine whether the identified information is confidential pursuant to the Judicial Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.
 - (3) In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran and Sudan.

5. Evaluation.

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- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- C. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer's due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- E. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the Judicial Branch of Arizona Superior Court reserves the right to:
 - (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

6. Award.

- A. Number or Types of Awards. The Superior Court of Arizona in Maricopa County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the Superior Court of Arizona in Maricopa County. If the Contract Specialist determines that an aggregate award to one Offeror is not in the Superior Court of Arizona in Maricopa County's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Presiding Judge's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the offeror and the Presiding Judge signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests.

Refer to the Superior Court website at:

<http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.

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1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
 - A. “JBSC” means Superior Court of Arizona in Maricopa County.
 - (4) “Department” means the Contracts Department of the Superior Court. of Arizona in Maricopa County.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer: **One clearly marked original and three (3) copies of the offer are required.**
 - A. Offer and Contract Award Form;
 - B. Contract Administration: Complete Section 5, Paragraph 14;
 - C. Attachment 6.1, Price Schedule;
 - D. Attachment 6.2, Offeror’s Questionnaire which includes Application Packet.
 - E. Attachment 6.3, Sole Proprietor Certificate or Attachment 6.4 Independent Contractor Agreement (if necessary);
 - F. Attachment 6.5, Business Ownership Classification;
 - H. Exhibit 7.2, Third Party Authorization Verification Form (if necessary);
 - I. Solicitation Amendments (if any).
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by JBSC, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All amendments to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

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4. **Award of Contract.** Award of a contract will be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County based on the evaluation criteria set forth in the Solicitation and any discussions pursuant to Rule 28 of the Judicial Procurement Code.
5. **Inclusive Offeror:**
Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
6. **Evaluation and Selection.** Evaluation of offers may be accomplished in four steps.
 - A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
 - B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
 - C. Step Three. (Optional) Discussions with Offerors concerning their offers are for clarification purposes only. This does not imply any change(s) to the proposal.
 - D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County, based on the following criteria (in bold print below), which are listed in descending order of importance.
 - (1) **Qualifications.**
 - (2) **Experience.**
 - (3) **Price**
7. **Discussions.** In accordance with Rule 28 of the Judicial Procurement Code, after the initial receipt of offers, JBSC reserves the option to conduct discussions with those Offerors who submit offers determined by the Superior Court of Arizona in Maricopa County to be reasonably susceptible of being selected for award.
8. **Certificate of Insurance Form.** JBSC recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as **Exhibit 7.1**. If the Offeror wishes, a substantially similar Certificate of Insurance may be submitted. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to JBSC for review and approval with the proposal. All certificates of insurance must be submitted upon notice of contract award.

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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. *"Contract Amendment"* means a written document signed by the offeror and Presiding Judge that is issued for the purpose of making changes in the Contract.
 - D. *"Contractor"* means any person who has a Contract with the Superior Court of Arizona in Maricopa County.
 - E. *"Days"* means calendar days unless otherwise specified.
 - F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. *"Contract Specialist"* means the person duly authorized by the Superior Court of Arizona in Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. *"JBSC"* means the Superior Court of Arizona in Maricopa County that executes the Contract.
 - M. *"Fiscal Year"* means the period beginning with July 1 and ending June 30.

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2. Contract Interpretation.

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Judicial Procurement Code, Arizona Revised Statutes and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 are applicable as appropriate.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Superior Court of Arizona in Maricopa County and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

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- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Superior Court of Arizona in Maricopa County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the Superior Court of Arizona in Maricopa County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor’s (s’) facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Superior Court of Arizona in Maricopa County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the Superior Court of Arizona in Maricopa County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Superior Court of Arizona in Maricopa County for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the Superior Court of Arizona in Maricopa County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Superior Court of Arizona in Maricopa County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contract Specialist and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the JBSC.
- G. Property of the Superior Court of Arizona in Maricopa County. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Superior Court of Arizona in Maricopa County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Superior

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Court of Arizona in Maricopa County.

- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Superior Court of Arizona in Maricopa County shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract shall own (for and on behalf of the Superior Court of Arizona in Maricopa County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Superior Court of Arizona in Maricopa County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Judicial Branch of Arizona Superior Court and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Superior Court of Arizona in Maricopa County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Superior Court of Arizona in Maricopa County without the express written authorization of the agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract.

4. **Costs and Payments.**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Superior Court of Arizona in Maricopa County within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and all subcontractors shall hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws

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and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of Superior Court of Arizona in Maricopa County for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session or the Board of Supervisors takes action to reduce the appropriations or for any reason and these goods or services are not funded, the JBSC may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the JBSC and the Presiding Judge who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Contract Specialist in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Contract Specialist. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Contract Specialist. The Superior Court of Arizona in Maricopa County shall not unreasonably withhold approval.

6. Risk and Liability.

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- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Superior Court of Arizona in Maricopa County shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Superior Court of Arizona in Maricopa County as a result of entering into this Contract. However, the parties further agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the Superior Court of Arizona in Maricopa County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The Superior Court of Arizona in Maricopa County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that

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is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- (2) Force Majeure shall not include the following occurrences:
- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the Superior Court of Arizona in Maricopa County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants

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that, for one year after acceptance by the Superior Court of Arizona in Maricopa County of the materials, they shall be:

- (1) Of a quality to pass without objection in the trade under the Contract description;
- (2) Fit for the intended purposes for which the materials are used;
- (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the Contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the Superior Court of Arizona in Maricopa County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the Superior Court of Arizona in Maricopa County.

E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

F. Survival of Rights and Obligations after Contract Expiration or Termination.

- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Superior Court of Arizona in Maricopa County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Specialist, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. Superior Court of Arizona in Maricopa County Contractual Remedies.

A. Right to Assurance. If the Superior Court of Arizona in Maricopa County in good faith has reason to

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believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Specialist may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Superior Court of Arizona in Maricopa County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

B. Stop Work Order.

- (1) The Superior Court of Arizona in Maricopa County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Superior Court of Arizona in Maricopa County after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- (2) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Specialist shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the Superior Court of Arizona in Maricopa County under this Contract are not exclusive.

D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Superior Court of Arizona in Maricopa County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The Superior Court of Arizona in Maricopa County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Superior Court of Arizona in Maricopa County, or damages assessed by the Superior Court of Arizona in Maricopa County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the Superior Court of Arizona in Maricopa County may cancel this Contract within three (3) years after Contract execution without

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penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Superior Court of Arizona in Maricopa County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the Superior Court of Arizona in Maricopa County, it may also cancel this Contract as provided in A.R.S. § 38-511.

- B. Gratuities. The Superior Court of Arizona in Maricopa County may, by written notice, terminate this Contract, in whole or in part, if the Superior Court of Arizona in Maricopa County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Superior Court of Arizona in Maricopa County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Superior Court of Arizona in Maricopa County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The Superior Court of Arizona in Maricopa County may, by written notice to the Contractor, immediately terminate this Contract if the Superior Court of Arizona in Maricopa County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Superior Court of Arizona in Maricopa County.
- D. Termination for Convenience. The Superior Court of Arizona in Maricopa County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Superior Court of Arizona in Maricopa County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Superior Court of Arizona in Maricopa County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the Superior Court of Arizona in Maricopa County may terminate the Contract in whole or in part due to the failure of the Contractor to

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comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Contract Specialist shall provide written notice of the termination and the reasons for it to the Contractor.

- (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County on demand.

- (3) The Superior Court of Arizona in Maricopa County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Superior Court of Arizona in Maricopa County for any excess costs incurred by the Superior Court of Arizona in Maricopa County in procuring materials or services in substitution for those due from the Contractor.

1. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Requirements Contract.** Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.
11. **Contract Claims.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.
12. **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 4, Paragraph 1, have the following meaning:
 - A. “JBSC” means the Superior Court of Arizona in Maricopa County.
 - B. “Department” means the Contracts Department of the Superior Court of Arizona in Maricopa County.
 - C. “Services” means services performed, workmanship and material furnished or used in the performance of services.
2. **Changes.**
 - A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Contract Specialist may/shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert their right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Contract Specialist decides that the facts justify it, the department may/shall receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the department may/shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

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3. Indemnification.

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, Superior Court, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Superior Court of Arizona in Maricopa County.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance Requirements.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Superior Court of Arizona in Maricopa County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000

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- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability (As applicable to service)

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*

3. Worker’s Compensation and Employers’ Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor or Independent Contractor Agreement) form.

3. **Professional Liability (Errors and Omissions Liability) (*As applicable to Service*)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Superior Court of Arizona in Maricopa County. Such notice shall be sent directly to the Superior Court Contracts Department of this section and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The Superior Court of Arizona in Maricopa County in no way warrants that the above-required minimum

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insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Superior Court Contracts Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Superior Court Contracts Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Superior Court Contracts Department. The Superior Court Contracts Department contract number and contract title shall be noted on the certificate of insurance. The Superior Court Contracts Department reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Superior Court Contracts Department. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Superior Court Contracts Department separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the State of Arizona Department of Administration, Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **Contract Term.** The term of this Contract shall commence on the date the Offeror(s) and Presiding Judge signs the Offer and Acceptance Form, signifying JBSC's acceptance of the Offeror's proposal and will remain in effect through **September 30, 2009**, unless terminated, canceled, or extended as otherwise provided herein.

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6. Option to Extend the Term of the Contract.

- A. The Judicial Branch may at its option extend the first period of this Contract up to one (1) additional annual (one year) periods or portions thereof. The Offeror shall be notified in writing by the Superior Court's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- B. If JBSC exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed two (2) years.

7. Pricing. All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

8. Employment of Superior Court of Arizona in Maricopa County Personnel. The Contractor shall not employ any person or persons in the employ of the Superior Court of Arizona in Maricopa County for any work required by the terms of this Contract, without prior written approval of the Contract Specialist.

9. Evaluation.

Court may evaluate any services provided by the Contractor and may assess Contractor's progress and success in achieving the goals and objectives described in the Scope section of this Contract. Evaluation reports shall be made available to Contractor upon request.

10. Technical Assistance

Court, upon request, shall provide technical assistance to Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within the Court's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the Contract.

11. Warranty of Services.

- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. JBSC's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, JBSC may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor

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shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

12. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
13. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other JBSC contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other JBSC contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other JBSC contractors.
14. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the department, and shall be submitted in draft form for advance review and comment by the department, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
15. **Offshore Performance of Work Prohibited**
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Superior Court of Arizona in Maricopa County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Superior Court of Arizona in Maricopa County shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
16. **Compliance Requirements for A.R.S. § 41-4401. Government Procurement: E-Verify Requirement**
 - A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

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- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State/Superior Court of Arizona in Maricopa County audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The Superior Court of Arizona in Maricopa County retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subparagraph A.

17. Superior Court of Arizona in Maricopa County Contractor Title VI Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations. The contractor shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (hereinafter referred to as "Title VI"), 42 U.S.C. § 2000, et seq., and all applicable federal regulations related thereto. These regulations are incorporated by reference and made a part of this contract
- B. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in all activities related to its performance under this contract.
- C. Solicitations for Subcontractors. In all solicitations by either competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract, Title VI, and applicable federal law not to discriminate on the grounds of race, color, or national origin.
- D. Information and Reports. The contractor shall provide all information and reports required by federal law and this contract and shall permit access to its books, records, accounts, other sources of information and its facilities as the Superior Court of Arizona in Maricopa County and/or the United States government may determine is necessary to ascertain compliance with this contract, Title VI, and related federal law.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Superior Court of Arizona in Maricopa County and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Superior Court of Arizona in Maricopa County shall impose such contract sanctions as it may determine in the exercise of its discretion to be appropriate,

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SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09006-RFQ – 3rd Release

including, but not limited to withholding of payments to the contractor under the contract until the contractor complies, and/or canceling, terminating, or suspending the contract, in whole or in part.

- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract unless exempt from doing so pursuant to federal law. All such contract provisions and the non-discrimination provisions of Title VI are fully binding upon all subcontractors. The contractor shall take such action with respect to any subcontractor as the Superior Court of Arizona in Maricopa County and/or the United States government may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Superior Court of Arizona in Maricopa County enter into such litigation to protect its interests and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Price Escalation

JBSC may review a fully documented request for a price increase upon contract renewal. Any requests for price adjustments must be submitted to the Contract Specialist or its designee sixty (60) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation may not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. If a price increase is approved, it will be documented through a formal contract amendment.

19. Price Reduction

A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

20. Statewide Purchasing

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

21. Contract Administration for Offeror

- A. Contractor representative to contact for contract administration purposes:

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

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Name and Title

Street Address

City State Zip Code

Telephone & Facsimile Numbers

E-Mail Address:

B. Payment Address

Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award form.

Name and Title

Street Address

City State Zip Code

C. Invoicing Requirements – See Section 1 Scope of Work for specifics.

22. Contract Administration for Superior Court

- A. The JBSC representatives to contact for technical or programmatic matters concerning contract performance: (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements).

SECTION 5
SPECIAL TERMS AND CONDITIONS

Judicial Branch of Arizona
Superior Court of Arizona in Maricopa County
Contracts Department
201 W. Jefferson Street
CCB 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 09006-RFQ – 3rd Release

Irene Ayala, ATR Case Manager
Drug Court Program
Adult Probation Department
111. S. Third Avenue, WCB-5
Phoenix, AZ 85003
Phone: 602-619-5774; Fax: 602-506-7473

B. All contract administration matters will be managed by the Contract Specialist named below. All correspondence concerning this contract shall be directed to this individual.

Janie Terry
Contracts Department
Superior Court of Arizona in Maricopa County
201 W. Jefferson Street, CCB-4
Phoenix, Arizona 85003
Phone: 602-372-0253; Fax: 602-506-7867

ATTACHMENT 6.1
PRICING SCHEDULE
SOLICITATION NO. 09006-RFQ – 3rd Release

1. Pricing

Please insert pricing on the application portion of Attachment 6.2.

Note: Pricing must be all-inclusive with no add-ons (i.e. Sampling collection fees, supplies, data transmittal charges, data reports, random testing administration, staffing, training, certified affidavits, discovery materials, etc.). No compensation will be paid for travel or per diem. No tax shall be levied against labor.

<p style="text-align: center;">ATTACHMENT 6.2 OFFEROR'S QUESTIONNAIRE (APPLICATION) SOLICITATION NO. 09006-RFQ – 3rd Release</p>
--

To meet the requirements of 6.2, complete the following application consisting of 10 pages.

All applicable documentation must be provided with your application. See Section X. of the application.

You may request a copy of this application in *Word* to be emailed to you for ease in completing the application. Please email request to Janie Terry at terryj@superiorcourt.maricopa.gov

ATTACHMENT 6.2 –THIRD RELEASE

Access to Recovery (ATR) Clinical Treatment and Recovery Support Services Provider Application Packet

The ATR program offers meth-affected offenders processed through drug court programs the opportunity to receive Clinical Treatment and Recovery Support Services to enhance treatment and recovery of substance abuse and dependence. Potential providers interested in delivering Clinical Treatment and Recovery Support Services for the ATR program must complete this application packet as part of your solicitation submittal.

Access to Recovery Clinical Treatment and Recovery Support Services Provider Application Packet

Instructions

Please type or print legibly * and submit completed application packet (including attachments – see section X) with all other documents as per solicitation submittal requirements:

*You may request a copy of this application in *Word* to be emailed to you for ease in completing application. Please email request to Janie Terry at terryj@superiorcourt.maricopa.gov.

Retain a copy of the completed application for your files.

By signing below, I certify that the information provided in this packet, including the attachments, is correct and true to my knowledge.

(Signature of Applicant)

(Title or Position)

(Date)

I. Agency Identification Information	
Organization Name:	
Mailing address:	County:
Phone number:	Fax number:
E-mail address:	Website:
Name and title of organization's leader or director:	Year organization was established:
Date of incorporation with state:	Number of staff in organization:
Current number of board members or governing body members:	Name and contact information of president or chairperson of board of directors:
Contact person regarding ATR process approval:	Licensing # (if applicable)
<i>Please complete if recovery support program information is different than above:</i>	
Recovery Support Program Name:	
Recovery Support Program Director:	
Recovery Support Physical Address (if different than above):	
Program Days and Hours of Operation:	

II. Additional Organization Information
Check box if your organization: <ul style="list-style-type: none"> <input type="checkbox"/> Offers American Sign Language interpretation <input type="checkbox"/> DD/TTY (Telecommunications Device for the Deaf/TeleTYwriter) <input type="checkbox"/> Offers handicapped parking <input type="checkbox"/> Is wheelchair accessible <input type="checkbox"/> Has a location near public transportation

Check box if you provide services for:

- ☐ Men ☐ Women ☐ Pregnant women ☐ Families with children
☐ Persons involved with the child welfare system ☐ Persons involved with the CJ system
☐ Persons who are developmentally/physically disabled ☐ Methamphetamine users
☐ Persons with co-occurring mental health and substance abuse disorders ☐ Persons with HIV/AIDS
☐ Non-English speakers. If so, which ones?

Disclosures

Have you or your organization ever lost a professional certification or licensure for failure to maintain required standards, misconduct, or any other reason?

☐ Yes ☐ No

If yes, please explain.

Do you or does your organization have any pending or threatened litigation against it?

☐ Yes ☐ No

If yes, please explain.

Do you or does your organization owe any debt to the IRS?

☐ Yes ☐ No

If yes, please explain.

Do you or does your organization endorse a political party or have a political affiliation?

☐ Yes ☐ No

If yes, please explain.

Have you ever been convicted of a felony?

☐ Yes ☐ No

If yes, please explain.

III. Type of Organization

Place a check mark in the box that best describes your organization. Choose only one answer per line.

Faith-Based*	Community-Based
Existing ATR Provider	New ATR Provider
For-profit	Not-for-profit
Grass-roots	Corporate

* If faith-based, please answer the following:

1. What type of faith is the organization founded on?
2. What is the denomination or sect of the organization?

3. Check the following definition of a faith-based organization that best fits your organization:
 - A religious congregation (church, mosque, synagogue, or temple); or
 - An organization, program, or project sponsored/hosted by a religious congregation (may be incorporated or not incorporated); or
 - A non-profit organization founded by a religious congregation or religiously-motivated incorporators and board members that clearly states in its name, incorporation, or mission statement that it is a religiously motivated institution; or
 - A collaboration of organizations that clearly and explicitly includes organizations from the previously described categories
4. If the organization is a religious congregation, indicate the size of the congregation:
5. Describe any requirements you have for participation in your program, such as requiring attendance at church or religious services a certain number of times each week or needing to have full time job within 30 days of admission, etc. This information will be included in the provider directory so that clients will be able to have the information when making their provider selections.

IV. Clinical Treatment Services

Please indicate if you provide the following services by checking the boxes under the population served category. Please attach copies of curricula outlining the services, if applicable.

Clinical Treatment Service	Population Served		
	Services to be Delivered Under this Application Fee Charged to the General Public	Rate Charged to ATR Program by Unit	Fee Assessed to the General Public
<i>The rates listed on this table should indicate the amount per unit of care. Please define unit of care (i.e. hour, month, day, session, etc...) Note: Pricing must be all-inclusive with no add-ons (ie. Sampling collection fees, supplies, data transmittal charges, data reports, random testing administration, staffing, training, certified affidavits, discovery materials etc.).</i>	Offered and will provide services to ATR Program		
Clinical Treatment Services			
Detoxification Detoxification includes behavioral health services and medical services provided to reduce or eliminate a client's dependence on, or to provide treatment for a client's signs attributed from alcohol or other drugs; and at a Level 1 psychiatric acute hospital or a Level 1 sub-acute agency (AZ Administrative Code, Title 9, Chapter 20, R9-20-101).			
Medical Care Medical Detoxification includes medical services designed to safely manage the acute physical symptoms of withdrawal associated with stopping drug use.			
Dental Care Provide dental care to patients suffering from tooth decay and oral health issues related to drug abuse.			
Residential Treatment 1. <u>Short-term Residential Substance Abuse Counseling.</u> Intensive but brief type of treatment or counseling for alcohol			

<p>and other drug disorders where the probationer resides at the facility for 28 days or less.</p> <p>2. <u>Long-term Residential Substance Abuse Counseling.</u> Provides care 24 hours per day, generally in nonhospital settings. May embrace the therapeutic community (TC) model or others such as cognitive-behavior therapy. Programs may range from 6 to 12 months in length.</p> <p><i>(Residential Treatment Facilities shall be licensed by the Arizona Board of Behavioral Health Examiners as a residential treatment facility. Providers delivering Inpatient Treatment Services shall provide licensure verification to the Governor's Office as well as the Superior Court.)</i></p>			
<p><u>Pharmacological Interventions/Psychiatric Evaluations/ Medication Monitoring</u> This service provides for diagnostic assessment and/or consultation to determine behavioral/mental health problems and may recommend intervention, treatment or review and adjustment of psychotropic medications.</p> <p><u>Evaluation Services:</u> Shall be provided by a physician (M.D. or D.O.) who meets the state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et. seq.</p> <p><u>Medication Monitoring:</u> May be provided by any of the following professionals:</p> <p>A psychiatrist (M.D. or D.O.) meeting state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et. seq., or Title 32 Chapter 17, Article 2, et. seq.</p> <p>A nurse practitioner meeting state licensure requirements in accordance with Arizona Revised Statutes Title 32, Chapter 15, Article 2, et seq.</p> <p>A physician's assistant meeting state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 25, Article 2, et seq., under the supervision of a physician who meets state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq.</p>			
<p><u>Psychological Evaluation/Treatment</u> This service provides for specific assessment and/or consultation to determine and address behavioral health problems and may recommend or advise certain treatment interventions. Consultation may consist of providing assistance in planning, developing and implementing programs or treatment plans as well as staff consultation and/or training.</p> <p>Psychologists must be licensed by the Board of Psychologists Examiners under Arizona Revised Statutes, Title 32, Chapter 19, Articles 2 & 3. All testing must be performed through standardized and non-abbreviated psychometric assessments unless abbreviated assessments are clinically appropriate.</p>			
<p><u>Additional Clinical Treatment Services</u> A contractor may request additions to the above approved clinical treatment services by completing the Clinical Treatment and Recovery Support Services Provider Application Packet document as part of 6.2. The signatories shall review the request and determine if the requested service is under the purview of the ATR grant conditions and the ATS and the RSS service continuum. Additional</p>			

clinical treatment services approved through this process will be circulated to all Drug Courts for utilization.			
--	--	--	--

V. Recovery Support Services

Please indicate if you provide the following services by checking the boxes under the population served category.

Please attach copies of curricula outlining the services, if applicable.

Recovery Support Service	Population Served		
	Services to be Delivered Under this Application	Fee Charged to the General Public	Fee Assessed to the General Public
<i>The rates listed on this table should indicate the amount per unit of care. Please define unit of care (i.e. hour, month, day, session, etc...) Note: Pricing must be all-inclusive with no add-ons (ie. Sampling collection fees, supplies, data transmittal charges, data reports, random testing administration, staffing, training, certified affidavits, discovery materials etc.).</i>	Offered and will provide services to ATR Program	Rate Charged to ATR Program by Unit	
RSS Services			
<u>Transportation (to and from treatment, RSS activities, employment, etc.)</u> Commuting services are provided to clients who are engaged in treatment- and/or recovery support-related appointments and activities and who have no other means of obtaining transportation. Forms of transportation services may include public transportation or a licensed and insured driver who is affiliated with an eligible program provider.			
<u>Child Care</u> These services include care and supervision provided to a client's child (ren), less than 14 years of age and for less than 24 hours per day, while the client is participating in treatment and/or recovery support services. These services must be provided in a manner that complies with State law regarding child care facilities.			
<u>Self-Help and Support Groups</u> Voluntary, small groups, formed by peers who have come together for mutual assistance in satisfying a common need, overcoming a common handicap or life-disrupting problem and bringing about desired social and/or personal change.			
<u>Spiritual and Faith-Based Support Education</u> These services assist an individual or group to develop spiritually. Activities might include, but are not limited to, establishing or reestablishing a relationship with a higher power, acquiring skills needed to cope with life-changing incidents, adopting positive values or principles, identifying a sense of purpose and mission for one's life, and achieving serenity and peace of mind. Faith-based services include those provided to clients and using spiritual resources designed to help persons in recovery to integrate better their faith and recovery. Such services are usually provided in a religious or spiritual setting by spiritual leaders or other staff who are knowledgeable about the spiritual values of the community and are equipped to assist individuals in finding spirituality. Services include, but are not limited to, social support and community-engagement services, faith, or spirituality to assist clients with drawing on the resources of their faith tradition and community to support their			

recovery; mentoring and role modeling; and pastoral or spiritual counseling and guidance.			
Life Skills Specific instruction to clients in order that specific skill sets may be improved or developed.			
Indigenous Healing These services are designed to address emotional and/or behavioral issues which impact functional ability. Services are provided by qualified and tribe recognized traditional healers.			
<p>Housing Assistance and Services (transitional housing, sober housing, etc.) These services include transitional housing, recovery living centers or homes, supported independent living, sober housing, short-term and emergency or temporary housing, and housing assistance or management. These services provide a safe, clean, and sober environment for adults with substance use disorders. Lengths of stay may vary depending on the form of housing. This assistance also includes helping families in locating and securing affordable and safe housing, as needed. Assistance may include accessing a housing referral service, relocation, tenant/landlord counseling, repair mediation, and other identified housing needs.</p> <p>All transitional housing, recovery living centers or homes, supported independent living, and sober housing shall be licensed by the Arizona Department of Health Services as a minimum Level 4 Transitional Agency.</p>			
Family Support Services This service involves face-to-face interaction with family member(s) and is directed toward restoration, enhancement or maintenance of the family function to improve the family's ability to effectively interact and to care for the youth in the home and community. The service may involve support activities such as assisting the family in developing skills to effectively interact and manage the youth, understand the causes and treatment of behavioral health issues, understand and utilize the system, and plan long term for the client and the family.			
Employment Services This service provides job placement for individuals who may not otherwise be employed in other traditional settings. The provider must complete an employability assessment, individual service and job development plan with participants. This service may include short-term job training, job coaching and mobility training. The provider must have in-person contact with participants not to exceed twice weekly.			
Additional Recovery Support Services A contractor may request additions to the above recovery support approved services by completing the Clinical Treatment and Recovery Support Services Provider Application Packet document as part of Attachment 6.2. The signatories shall review the request and determine if the requested service is under the purview of the ATR grant conditions and the RSS service continuum. Additional RSS services approved through this process will be circulated to all Drug Courts for utilization.			

VI. Staffing

Program Name:

Staffing Capacity (Please provide the following information on each individual services checked in the "Offered and will provide services to ATR Program" column of the above list)

How many staff will be providing the recovery support services listed above?

What is the average client-to-staff ratio?

Approximately how many ATR clients can the program serve?

What is the language fluency of staff?

Minimum Qualifications

Describe the minimum qualifications, experience, and/or training required of staff:

Background checks

Describe the organization/entity's process for criminal background checks of all staff and volunteers who have any contact with clients, how results are reviewed, and the criteria for prohibiting employment/volunteerism:

Staff Training

Describe the type and frequency of training for staff regarding confidentiality of substance use services and records:

Describe the type of ethics training staff and volunteers receive:

List names and credentials for each staff member or volunteer that will provide the recovery support services marked above. Attach background check information and if appropriate, ordination papers, certifications and/or licensures.

Name	Credentials

VII. Accounting Checklist

Person responsible for finances (give person's name and credentials outlining their responsibilities):

- ☐ Bank account is able to receive direct deposits.
- ☐ Ability to store financial records for five (5) years.
- ☐ Ability to keep financial records locked.
- ☐ Accounting system is electronic. Name of system: _____
- ☐ Accounting system is not electronic, but the following processes are in place to account for the receipt and distribution of funds:
 - Money received from
 - Date received
 - Amount received
 - Original amount billed
 - Amount due
 - Money distributed to
 - Date distributed
 - Amount distributed

VIII. Facilities Checklist

Check if operational	Inspected Item	If corrections are needed, date to be completed
	Exit signs are posted at each exit and easily visible.	
	All outside lights are operational.	
	All hallways are cleared of objects.	
	No space heaters on premises.	
	Flashlights are operational.	
	First aid kits are fully stocked.	
	All fire extinguishers are fully charged.	
	Smoke detectors are operational.	
	Exit map(s) are posted.	
	HVAC filters are clean.	

IX. Information System Requirements

Providers are required to use IBM-compatible personal computers for data input (no Apple or Macintosh products) and are required to have internet access, either dial-up or DSL.

How many computers does the organization have?

The ATR program requires all RSS providers to utilize an Internet accessible Voucher Management System for tracking services and providing service invoices for payment. The ATR program will provide training for usage of the Voucher Management System to all RRS providers delivering services. The minimum computer workstation requirements are described below. Place an "x" in the box next to each requirement the organization currently meets:

- ☐ Operating system: Windows XP Pro
- ☐ Computer processor: 450 mhz or higher
- ☐ Memory: 256 mb or higher
- ☐ Browser version: Internet Explorer 6.0 or higher
- ☐ Virus protection: Required and must be kept current
- ☐ Internet Service Provider (ISP): Any ISP compatible with connection

X. Additional Required Documentation (Attachments)

Please include the following supporting documentation as part of your application packet (ALL to be included as part of your solicitation submittal):

- ☐ Compliance with occupancy and zoning permits, if lawfully required to do so by city, state and/or federal laws
- ☐ Hold any legally required business licenses
- ☐ Fiscal management practices consistent with accepted accounting principles
- ☐ One year experience providing the same type of Recovery Support Service (RSS) in community
- ☐ Ability to access Internet download forms, billing and voucher information
- ☐ Organization's mission statement
- ☐ List of board of directors or governing body members
- ☐ Organizational chart
- ☐ Organizational code of ethics
- ☐ Risk management strategy, including liability insurance
- ☐ Proof of appropriate driver licenses and proper automobile insurance (if providing transportation)
- ☐ Maintain a file for each client and report all specified data (Policies and procedures regarding file maintenance and data reporting.)
- ☐ Participate in training and be subject to random onsite visits to include case file service and fiscal auditing
- ☐ Confidentiality Policies and Procedures designed to effectively protect client's personal information and participation in treatment and recovery services from unauthorized disclosure
- ☐ Policy and Procedure Manual if providing human services which contains:
 - o Organization's purpose and philosophy
 - o Standards of conduct for staff and volunteers
 - o Boundaries, supervision, conflict of interest
 - o Training
 - o Client rights and grievances procedures
- ☐ Organizational structure; 501c3, non-profit, sole-proprietor

ATTACHMENT 6.3

JANET NAPOLITANO
GOVERNOR



WILLIAM BELL
DIRECTOR

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT SECTION

100 North 15th Avenue, Suite #301

Phoenix, Arizona 85007

Telephone: (602) 542 2182; Facsimile: (602) 542 1800

On-line: 'azrisk.state.az.us'

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES, IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETOR WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically, A.R.S. 23-961(O), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, Superior Court of Arizona in Maricopa County, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, Superior Court of Arizona in Maricopa County.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ - _____ - _____
Telephone Number: _____ (_____) _____
Street Address / P.O. Box: _____
City: _____ State: _____ ZIP Code _____
Signature of Sole Proprietor: _____ Date: _____

State Agency: Superior Court of Arizona in Maricopa County Agency # 893
Signature of Agency
Contract Administrator: _____ Date: _____
Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 100 North 15th Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

JANET NAPOLITANO
GOVERNOR



WILLIAM BELL
DIRECTOR

**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION**

100 NORTH 15th AVENUE, SUITE 301
PHOENIX, ARIZONA 85007

Telephone: (602) 542 2182; Facsimile: (602) 542 1800

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically A.R.S. 23-902 (C), (D), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.

- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT CONTRACTOR: _____	
FEDERAL ID# OR SOCIAL SECURITY: _____ - _____ - _____	
ADDRESS / P.O. BOX: _____	
CITY: _____	STATE: _____ ZIP: _____
SIGNATURE OF INDEPENDENT CONTRACTOR: _____ DATE: _____	

STATE OF ARIZONA	
AGENCY: Superior Court of Arizona in Maricopa County	AGENCY# 893
ADDRESS: 201 West Jefferson, CCB-4	
CITY: Phoenix, ARIZONA ZIP: 85003	
SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: _____ DATE: _____	
CONTRACT IDENTIFICATION: _____	

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION - INSURANCE UNIT
100 NORTH 15th AVENUE, SUITE #301
PHOENIX, AZ 85007

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.5 BUSINESS OWNERSHIP CLASSIFICATIONS

NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:			
Contact Person:			
Contact Phone:		F a x :	
Email:			
Address: Street/PO Box:			
City, State, Zip:			

Primary Business Type (Select One Only):

- | | | |
|---|---|---|
| <input type="checkbox"/> A Authorized Distributor | <input type="checkbox"/> E Factory Representative | <input type="checkbox"/> I Service Firm |
| <input type="checkbox"/> B Broker | <input type="checkbox"/> F Jobber/Wholesaler | <input type="checkbox"/> J Surplus Dealer |
| <input type="checkbox"/> C Construction Firm | <input type="checkbox"/> G Manufacturer | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm | <input type="checkbox"/> H Retailer | <input type="checkbox"/> L Other _____ |

Business Ownership Type (Select Only Those that Apply to Majority Owner(s).**Business Size:**

- ☐1 Non-Small
☐2 Small Business (Per ARS §41-1001.14)

Business Owner Type (Check all that apply):

- ☐3 Woman Owned Business
☐4 Owned By Disabled Individual (Per ARS §41-1492)
☐5 Minority Owned Business (Per 15 CFR §1400.1(a))

If "Minority Owned," please identify:

- ☐6 African-American
☐7 Asian-American
☐8 Hispanic-American
☐9 Native American

APPLICANT CERTIFICATION:**I CERTIFY THAT:**

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name: _____

Title: _____

Signature

Date

EXHIBIT 7.1

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL NRSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, descr be under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXHIBIT 7.2
For Proprietary and Confidential Use Only
AUTHORIZATION AND RELEASE FOR 09006-RFQ

I, _____, born in
_____, on _____,
CITY, STATE DATE OF BIRTH

SOCIAL SECURITY NUMBER

having provided a proposal to the Superior Court of Arizona in Maricopa County, hereby apply for a character report and consent to have an investigation made as to my fitness for to Contract with the Superior Court of Arizona in Maricopa County. I agree to give any further information, which may be required regarding my past record.

I authorize all and any individuals, corporations, partnerships and/or governmental agencies having any information about me including, but not limited to my physical and mental health, military service, and prior employment to furnish such information to the Superior Court of Arizona in Maricopa County and/or its authorized representatives. I further authorize the aforesaid persons, corporations, partnerships and/or governmental agencies to permit Superior Court of Arizona in Maricopa County and/or its authorized representatives to inspect and make copies of all documents, records, or other information they may have which in any way relates to me.

I hereby release, discharge, and agree to hold harmless Superior Court of Arizona in Maricopa County, their officers, employees and agents and any persons or entities so furnishing information from any and all liability of every nature and kind.

I further understand that the Superior Court of Arizona in Maricopa County may require, as a part of the character report and investigation, that I submit to a polygraph examination and that my choosing not to submit to such an examination will result in my not being considered in the award process.

I understand that I will not receive and am not entitled to a copy of the character report or to know its contents. I further understand that documents submitted by me will not be returned, and copies of any other reports or documents utilized for/or during the evaluation process of award will not be furnished or given to me. If I am not selected as an awardee of this contract, I will not be advised of the reason.

If any portion of this authorization release is found to be unenforceable or illegal, the balance of the provisions will remain in full force and effect.

SIGNATURE OF APPLICANT

DATE

END OF SOLICITATION NO. 09006-RFQ –3rd Release